

# TERMS OF USE – HETT22

(Last updated: 30 March, 2023)

## INTRODUCTION

These Terms of Use (the “**Terms**”) apply to your use of the software developed for planning concrete works, called HETT22 (the “**Software**”). The Software simulates the heat- and strength development of concrete under different conditions. More information about the Software is available at [www.cement.heidelbergmaterials.se](http://www.cement.heidelbergmaterials.se) and [www.sement.heidelbergmaterials.no](http://www.sement.heidelbergmaterials.no).

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The License is limited in time and may include a beta-version (for testing purposes) of the Software.

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The Terms apply until the User has destroyed or deleted the Software and all backup copies of this and other materials related to the Software. However, the right to use the Software ceases with immediate effect if the User violates these Terms.

## **COMSOL MULTIPHYSICS® AND DATA FROM SMHI AND YR**

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The Software uses open data with weather statistics and forecasts from SMHI and YR.

Data from SMHI is collected, processed and distributed in accordance with the license terms Creative Commons Attribution 4.0 International Public License.

Data from YR is based on data from MET Norway (The Norwegian Meteorological Institute) and is collected and processed and distributed in accordance with the Norwegian license for public data (NLOD) Creative Commons Attribution 4.0 International Public License.

## **MISCELLANEOUS**

HMNE has the right to engage third parties to perform any part of its obligations under these Terms.

In the event any provision of the Terms is wholly or partly invalid, the validity of the Terms as a whole shall not be affected and the remaining provisions of the Terms shall remain valid. To the extent that such invalidity materially affects a party's benefit from, or performance under, these Terms, it shall be reasonably amended.

The User may not, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these Terms without HMNE's prior written consent.

The Terms apply to use of the Software and do not change or alter any other contract or agreement between you and HMNE.

These Terms are also available in a Swedish and Norwegian version. In the event of a dispute between Swedish and non-Swedish versions, the Swedish version of these Terms shall prevail.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms shall be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

Each party undertakes to ensure that all arbitral proceedings conducted in accordance with these Terms shall be kept strictly confidential. This undertaking shall cover, inter alia, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal. This Clause shall not restrict or prevent disclosure by a party of any information if and to the extent (i) the disclosure is required by law or applicable stock exchange regulations, or (ii) such disclosure has been approved by the other party in advance in writing.

## **CONTACT**

If you have any questions or concerns regarding the Software, you may contact us by using the contact information below:

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